

Anthony Aronica, WSBA No. 54725
Nicholas James Kahmann WSBA No. 60602
Yakama Nation Office of Legal Counsel
P.O. Box 150 / 401 Fort Road
Toppenish, WA 98948
(509) 865-7268
anthony@yakamanation-olc.org
nick@yakamanation-olc.org
Attorneys for the Confederated Tribes and
Bands of the Yakama Nation

Daniel B. Heid, WSBA No. 8217
Toppenish City Attorney
Kerr Ferguson Law PLLC
1950 Keene Road, Bldg. F-100
Richland, Washington 99352
Email: dheid@kerrlawgroup.net
Phone: (509) 735-1542
Fax: (509) 735-0506
Cell: (206) 321-7672
Attorney for Defendant, City of Toppenish

**UNITED STATES DISTRICT COURT
FOR THE
EASTERN DISTRICT OF WASHINGTON**

CONFEDERATED TRIBES
AND BANDS OF THE
YAKAMA NATION, a
sovereign federally recognized
Indian Tribe,

Plaintiff,

v.

CITY OF TOPPENISH, a municipal
Corporation of the State of
Washington,

Defendant.

No. 1:24-CV-03189-MKD

**JOINT STATUS REPORT AND
MOTION FOR ENTRY OF
SETTLEMENT AGREEMENT**

Pursuant to Rule 68 FRCP, the Plaintiff, Confederated Tribes and Bands of the Yakama Nation, and Defendant, City of Toppenish, respectfully and jointly move the Court for an Order entering the accepted offer of settlement between the parties in the above referenced case. This motion is consistent with all previous

1 Orders issued by Judge Mary K. Dimke and Judge Alexander C. Ekstrom in this
2 matter. The parties attest to achieving written agreement on the following terms:

- 3 1. The Confederated Tribes and Bands of the Yakama Nation (the “Yakama
4 Nation”) and the City of Toppenish (the “City”) recognize that there is a need
5 for a winter weather shelter to protect those members of the Yakama Nation
6 and residence of the City who need such a shelter because of their homeless
7 condition.
8
- 9 2. In the current year, and for future years, until a permanent shelter can be
10 developed by the Yakama Nation on land owned by the Yakama Nation -
11 with a goal of completing this process within the next five years - the City
12 recognizes that the Yakama Nation will be utilizing a building owned by the
13 Yakima Valley Farm Worker’s Clinic at 508 W. 1st Ave., Toppenish, WA,
14 for winter weather shelter purposes under its civil jurisdiction incident to the
15 Yakama Nation’s inherent sovereignty within the exterior boundaries of the
16 Yakama Reservation.
17
- 18 3. Though the City is not involved in the operation of the above referenced
19 winter weather shelter, operated by the Yakama Nation under its civil
20 jurisdiction, the City will support efforts of the Yakama Nation in developing
21
22
23
24
25

1 its permanent shelter by providing letters of support to prospective funding
2 agencies for such shelter.

3
4 4. The City also recognizes that the above referenced shelter, operated by the
5 Yakama Nation pursuant to its inherent sovereignty, is outside the authority
6 of the City's jurisdiction and enforcement responsibilities.

7
8 5. Based on the Yakama Nation's assertion of its exclusive civil jurisdiction,
9 and because the City is not involved in the operation of the shelter, if a lawsuit
10 is filed related to the operation of the shelter which names the City as a
11 defendant, the Yakama Nation will hold the City harmless and name at its
12 sole expense the City as an additional insured to the Yakama Nation's general
13 liability insurance policy, which policy would provide Ten Million Dollars
14 (\$10,000,000) in general aggregate coverage or Six Million Dollars
15 (\$6,000,000) per occurrence, at no cost to the City.

16
17
18 6. The City agrees that representatives of the City will designate delegates to
19 meet with the Yakama Nation annually at the Yakama Headquarters, or at
20 another mutually agreed location in addition too, formal government-to-
21 government Consultation for the purpose of facilitating mutual respect for
22 each party's public duties, obligations, political status or sovereign interests,
23 and comprehensive planning.
24
25

1 7. The parties shall work respectfully and responsibly with each other to address
2 issues of mutual importance to each.

3
4 8. Each party will pay its own costs related to the pending litigation which is to
5 be dismissed. No responsibility for compensation between the parties is
6 either expressly or implicitly incorporated herein.

7
8 **SCHEDULING ORDER ON THE MERITS**

9 Judge Mary K. Dimke Ordered, dated January 29, 2025 (ECF No. 29)
10 (Minute Entry), that the parties are directed to confer and jointly propose an
11 accelerated scheduling order on the merits by February 18, 2025. The parties
12 executed the aforementioned settlement agreement on February 14, 2025. Aronica
13 Decl. in Supp. of Joint Status Report and Mot. for Entry of Settlement Agreement
14 (Feb. 18, 2025). As both parties have agreed to settlement, this Motion for Entry
15 of Settlement Agreement is entered in lieu of an accelerated scheduling order
16 because further development of a case management schedule is not merited.
17
18

19 Accordingly, the parties respectfully request that the Court direct the clerk to
20 enter final judgment and take note that no outstanding case or controversy exists at
21 time of the parties Joint Status Report.
22
23
24
25

1 Respectfully submitted this 18th day of February, 2025.

2
3
4 s/Anthony Aronica

5 Anthony Aronica, WSBA No. 54725
6 Yakama Nation Office of Legal Counsel
7 P.O. Box 151, 401 Fort Road
8 Toppenish, WA 98948
9 Telephone: (509) 865-7268
10 Facsimile: (509) 865-4713
11 anthony@yakamanation-olc.org

12 *Attorney for the Confederated Tribes*
13 *And Bands of the Yakama Nation*

14 s/Daniel B. Heid.

15 Daniel B. Heid, WSBA No. 8217
16 Toppenish City Attorney
17 Kerr Ferguson Law, PLLC
18 1950 Keene Road, Building F-100
19 Richland, WA 99352
20 Telephone: (509) 735-1542
21 Facsimile: (509) 735-0506
22 Email: dheid@kerrlawgroup.net

23 *Attorney for the Defendant, City of*
24 *Toppenish*